

Exhibit 1 to Appendix D of DIR Contract No. DIR-SDD-1918
Software Module
US Public Sector (Direct)

1. INTRODUCTION

- 1.1. This Software Module incorporates by reference the terms of the Foundation Agreement effective Insert Effective Date between CA and Customer. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITION

- 2.1 “Access” means use of CA Software remotely by an Authorized End User.
- 2.2 “Authorized End Users” means Customer, as well as its employees and support contractors (but excluding any facilities management provider or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not any other party.
- 2.3 “Authorized Use Limitation” means the quantity of the CA Software licensed in accordance with the License Metric specified on the Transaction Document.
- 2.4 “CA Software” means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Customer under this Module pursuant to the applicable Transaction Document including all Versions, Releases, provided as part of Support if applicable.
- 2.5 “Distributed” means the CA Software designated as distributed that is generally used for independent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.
- 2.6 “License Metric” means the specific criteria for measuring the usage of the CA Software (such as MIPS, CPUs, tiers, servers, or users).
- 2.7 “Mainframe” means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.
- 2.8 “Maintenance” means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Customer.
- 2.9 “Perpetual License” means a license to use CA Software for an indefinite period subject to compliance with the Agreement.
- 2.10 “Release” means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.
- 2.11 “Subscription” or “UMF” (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.
- 2.12 “Support” means the provision of technical support and Maintenance provided for a particular CA Software as further defined on the Transaction Document.
- 2.13 “Territory” is the location indicated on the Transaction Document where Customer is authorized to install the CA Software.
- 2.14 “Version” means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. SOFTWARE OFFERING & OBLIGATIONS

- 3.1 CA grants the Customer a limited, non-exclusive, non-transferable license, for the Term:
- 3.1.1 install and deploy the CA Software in the Territory up to the Authorized Use Limitation.
- 3.1.2 permit its Authorized End Users Access to the CA Software for Customer’s and Affiliates’ internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.
- 3.1.3 make a reasonable number of copies of the CA Software for disaster recovery “cold standby”, backup and archival purposes. Use of such copies is limited to testing Customer’s disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the CA Software.

3.1.4 relocate CA Software to a new Customer location within the Territory upon prior written notice.

- 3.2 The CA Software's specifications and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).
- 3.3 Upon request by CA, Customer agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation defined in the Transaction Document during the period in which Customer is licensed to use the Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric indicated on the Transaction Document.
- 3.4 The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision: Customer agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized in the Transaction Document or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.
- 3.5 CA reserves the right, on notice to the Customer, to conduct an audit remotely or onsite of Customer and/or its Affiliates facilities to verify Customer's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Customer's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Customer's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.
- 3.6 All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

- 4.1 If Support is purchased as defined in the Transaction Document, CA will provide Customer with technical support for the CA Software to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on <http://www.support.ca.com>.
- 4.2 In order to initiate an issue, Customer will provide CA sufficient information so that CA can provide assistance to Customer in a timely manner.
- 4.3 CA will provide a minimum of twelve months prior written notice to Customer if CA ceases to provide new Versions or Releases for a CA Software product.
- 4.4 If renewal fee of Support is defined on the Transaction Document then CA may automatically invoice Customer for such renewal of Support unless CA receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Support is not required.
- 4.5 If selected in the Transaction Document, Customer may purchase a higher tier of Support (Plus or Premier) as further defined at <http://www.support.ca.com> for additional fees for each CA Software product.

5. FEES

All fees and expenses shall be paid in accordance with Section 7.C. of Appendix A of the DIR Contract No. DIR-SDD-1918 and per the Transaction Document.

6. THIRD PARTY TERMS

In the event that the CA Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the CA Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at <https://support.ca.com/prodinfo/tpterms>.

7. PERFORMANCE WARRANTY

- 7.1 For Distributed Software. CA warrants that the CA Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.
- 7.2 For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term of the Transaction Document, subject to Customer's compliance with the Agreement.

8. PERFORMANCE WARRANTY REMEDY

- 8.1 If CA has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of



the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. Notwithstanding the foregoing, CA will first use commercially reasonable efforts to repair or replace the software and, if either remedy cannot be accomplished using commercially reasonable efforts, then CA will resort to a pro rata refund of the fees paid as stated above.

8.2 Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

8.3 **CA DOES NOT WARRANT THAT THE CA SOFTWARE IS ERROR FREE.**